

**SUBURBAN BANCORPORATION, INC.  
EMPLOYEE STOCK OWNERSHIP PLAN**

**2001 Amendment**

WHEREAS, the Fifth Third Bank (the "Employer") as successor to Suburban Federal Savings Bank, maintains the Suburban Bancorporation, Inc. Employee Stock Ownership Plan (the "Plan") for employees who were previously employed by Suburban Federal Savings Bank; and

WHEREAS, the power of amendment is reserved in Section 16.1 of the Plan.

NOW THEREFORE, the Plan is hereby amended as follows, effective as of April 2, 2001:

1. Section 1.47 shall be amended in its entirety to read as follows:

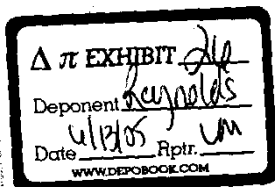
1.47 "Valuation Date" means the last day of the Plan Year of the Trust Fund and such other date or dates the Committee deems necessary or appropriate in carrying out the termination of the Plan. The fair market value of the assets in the Trust Fund as of any valuation date shall be determined as the close of business on such date, or, if such date is not a business day, as of the close of business on the next preceding business day. On the last day of the Plan Year, the account balances are valued to determine if the plan is top-heavy. The last day of the Plan Year shall also be the Determination Date for Top-Heavy Plan calculations.

2. Section 10.2 (as previously amended by the 1999 Amendment) is amended by changing the third sentence to read as follows:

If the Participant elects a distribution of cash in lieu of Qualifying Employer Securities allocable to his Account, or if cash is otherwise payable under the cash-out provisions of Section 10.6, the Participant shall receive the actual net proceeds of the Trustee's sale of such Qualifying Employer Securities.

3. Section 10.6 is amended in its entirety to read as follows:

10.6 Voluntary and Involuntary Cash-Outs. Any other provisions of the Plan to the contrary notwithstanding, any amount payable to a Participant under the Plan shall be paid in a cash lump sum, provided that the value of the Participant's nonforfeitable benefit under the Plan, determined under Section 10.2 does not exceed \$5,000, such payment is made before payment otherwise begins, and such Participant does not elect to receive in-kind such whole shares of Qualifying Employer Securities in his Account. If the value of a Participant's nonforfeitable benefit under the Plan exceeds \$5,000, then no part of such benefit may be distributed to him prior to Normal Retirement Age unless he consents in writing to the distribution.



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IN WITNESS WHEREOF, the Company has caused this 2001 Amendment to be executed on March 29, 2001.

FIFTH THIRD BANK (Successor to  
Suburban Federal Savings Bank)

By: Paul L. Reynolds  
Paul L. Reynolds  
Director of Legal/Human Resources

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